

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Merger and Name Change

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Summer Classics, Inc.		08/09/2007	CORPORATION: ALABAMA
Summer Classics Delaware, Inc.		08/09/2007	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Summer Classics, Inc.
Street Address:	7000 Highway 25
City:	Montevallo
State/Country:	ALABAMA
Postal Code:	35115
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3090951	SC
Registration Number:	2569137	SUMMER CLASSICS
Registration Number:	1675084	SUMMER CLASSICS
Registration Number:	2994509	SUMMER SC CLASSICS
Registration Number:	2997195	WINTER WC CLASSICS
Serial Number:	77260206	SC CHRISTMAS CLASSICS
Serial Number:	77258355	FOR NOW AND FOREVER

## CORRESPONDENCE DATA

Fax Number:

(678)553-2693

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone:

(678) 553-2692

Email:

withersS@gtlaw.com

Correspondent Name:

Sarah Withers

Address Line 1:

3290 Northside Parkway

900087124

TRADEMARK  
REEL: 003622 FRAME: 0745

CH \$190.00 3090951

Address Line 2: Suite 400  
Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER: 085124.010200 WITHERS

NAME OF SUBMITTER: Sarah Withers

Signature: /S. Withers/

Date: 09/18/2007

**Total Attachments: 24**

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# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"SUMMER CLASSICS, INC.", AN ALABAMA CORPORATION,  
WITH AND INTO "SUMMER CLASSICS DELAWARE, INC." UNDER THE NAME OF "SUMMER CLASSICS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINTH DAY OF AUGUST, A.D. 2007, AT 12:12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4381647 8100M

070905802

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5914243

DATE: 08-09-07

TRADEMARK  
REEL: 003622 FRAME: 0747

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:12 PM 08/09/2007  
FILED 12:12 PM 08/09/2007  
SRV 070905802 - 4381647 FILE

**CERTIFICATE OF OWNERSHIP AND MERGER**

of  
**SUMMER CLASSICS DELAWARE, INC.,**  
a Delaware corporation  
and  
**SUMMER CLASSICS, INC.,**  
an Alabama corporation

In accordance with the provisions of Section 253 of the Delaware General Corporation Law ("DGCL"), Summer Classics Delaware, Inc., a Delaware corporation (the "Sub"), hereby delivers the following Certificate of Ownership and Merger for the purpose of merging (the "Merger") Summer Classics, Inc., an Alabama corporation (the "Parent"), with and into the Sub, with the Sub being the surviving corporation in the Merger:

1. The Parent owns all of the outstanding shares of the Class A Voting Common Stock, the only class of stock of the Sub of which there are outstanding shares.
2. Attached hereto as Exhibit A and incorporated by reference as if fully set forth herein is a true, correct and complete copy of the Unanimous Written Consent of the Sole Director of the Parent adopted on August 9, 2007, authorizing and approving the merger of the Parent with and into the Sub with the Sub being the surviving corporation (the "Merger").
3. The Merger has been adopted, approved, certified, executed and acknowledged by the Parent in accordance with the laws of the State of Alabama.
4. As of the effective time of the Merger, the name of the Sub shall be changed from "Summer Classics Delaware, Inc." to "Summer Classics, Inc." and the Certificate of Incorporation of the Sub shall be amended as follows:
  - (a) The heading of the Certificate of Incorporation of the Sub shall be deleted and replaced in its entirety with the following:

**CERTIFICATE OF INCORPORATION**  
**OF**  
**SUMMER CLASSICS, INC.**

(b) Article 1 of the Certificate of Incorporation of the Sub shall be deleted and replaced in its entirety with the following:

1. The name of the corporation is Summer Classics, Inc.

(Signature on the following page)

1/1587990.2

IN WITNESS WHEREOF, the undersigned has caused this Certificate of  
Ownership and Merger to be executed as of August 9, 2007.

Summer Classics Delaware, Inc.

By: \_\_\_\_\_



William Dew White, III  
Its President

1/1587990.2

Exhibit A

Action by Written Consent  
of the Sole Director of Summer Classics, Inc.

See attached.

1/1587990,2

ACTION BY WRITTEN CONSENT  
OF  
THE SOLE DIRECTOR  
OF  
SUMMER CLASSICS, INC.  
IN LIEU OF A SPECIAL MEETING

August 9, 2007

The undersigned, being the sole director of Summer Classics, Inc., an Alabama corporation, acting by written consent in lieu of a special meeting, hereby adopts the following resolutions:

**RESOLVED**, that the Agreement and Plan of Merger (the "Plan"), in the form attached hereto as Exhibit A, between Summer Classics, Inc., an Alabama corporation (the "Corporation") and Summer Classics Delaware, Inc., a Delaware corporation ("SC-DE"), pursuant to which the Corporation will be merged with and into SC-DE, with SC-DE being the surviving corporation, is in the best interests of the Corporation;

**FURTHER RESOLVED**, that the Plan is hereby adopted;

**FURTHER RESOLVED**, that approval of the Plan is hereby recommended to the shareholders of the Corporation;

**FURTHER RESOLVED**, that, subject to approval of the Plan by the shareholders of the Corporation, any officer of the Corporation is authorized and directed to execute and deliver the Plan on behalf of the Corporation;

**FURTHER RESOLVED**, that any officer of the Corporation is hereby authorized to do any and all further things, and to execute any and all further documents, all on behalf of the Corporation, as such officer, in his sole discretion, may deem necessary to effectuate the purposes of the foregoing resolutions; and

**FURTHER RESOLVED**, that any and all notices required under the Alabama Business Corporation Act and/or the Articles of Incorporation or Bylaws of the Corporation for the meeting of the board of directors which would have been held but for this action by written consent are hereby waived.

(Signature on the following page)

1/1588335.1



IN WITNESS WHEREOF, the undersigned hereby executes this action by written consent as of the date first above written.

  
\_\_\_\_\_  
William Bew White, III

1/1588335.1

**Exhibit A**  
**Agreement and Plan of Merger**

1/1588335.t

. . . . .

**AGREEMENT AND  
PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER is dated as of August 9, 2007 (this "Plan"), between Summer Classics, Inc., an Alabama corporation ("SC-AL"), and Summer Classics Delaware, Inc., a Delaware corporation ("SC-DE").

WITNESSETH:

WHEREAS, SC-DE desires to succeed to the properties and other assets, and to assume all of the liabilities and obligations, of SC-AL by means of a merger of SC-AL with and into SC-DE;

WHEREAS, Section 253 of the General Corporation Law of the State of Delaware ("DGCL"), and Section 10-2B-11.07 of the Alabama Business Corporation Act, Alabama Code § 10-2B-1.01 *et seq.* (the "ABCA"), authorize the merger of SC-AL with and into SC-DE;

WHEREAS, SC-DE and SC-AL now desire to merge (the "Merger"), following which SC-DE shall be the surviving corporation; and

WHEREAS, the Certificate of Incorporation and the By-laws of SC-DE and Articles of Incorporation and Bylaws of SC-AL permit, and the resolutions adopted by the board of directors of SC-DE and the board of directors and the shareholders SC-AL, respectively, authorize and approve, this Plan and the consummation of the Merger.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**

**MERGER; CAPITALIZATION;  
CONVERSION OF SHARES**

1.1 The Merger.

(a) On August 9, 2007, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as SC-DE and SC-AL shall determine, SC-AL shall merge with SC-DE, with SC-DE being the surviving corporation in the Merger. SC-DE shall file Articles of Merger with the Secretary of State of the State of Alabama ("Alabama Articles of Merger") and make all other filings or recordings required by Alabama law in connection with the Merger. SC-DE shall file a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware ("Delaware Certificate of Merger") and make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective at such time as is specified in the Alabama Articles of Merger and the Delaware Certificate of Merger, or if no such time is specified therein, at such time as provided by applicable law (the "Effective Time").

(b) At the Effective Time, SC-AL shall be merged with SC-DE, whereupon the separate existence of SC-AL shall cease, and SC-DE shall continue in existence as the surviving corporation (the "Surviving Corporation"), and without further transfer, shall succeed to and possess all of the rights, privileges and powers of SC-AL, and all of the assets and property of whatever kind and character of SC-AL shall vest in SC-DE without further act or deed; thereafter, SC-DE, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of SC-AL, and any claim or judgment against SC-AL may be enforced against SC-DE as the Surviving Corporation, in accordance with § 259 of the DGCL and § 10-2B-11.06 of the ABCA.

1.2 Capitalization. Immediately prior to the Effective Time:

(a) SC-AL had authorized 1,000,000 shares of common stock, par value \$.01 per share, of which 910,000 shares were issued and outstanding. The holders of the shares of SC-AL are entitled to vote with respect to the Merger.

(b) SC-DE had authorized 1,000,000 shares of Class A Voting Common Stock, par value \$.01 per share, of which 1 share was issued and outstanding, and 1,000,000 shares of Class B Nonvoting Common Stock, par value \$.01 per share, of which no shares were issued and outstanding. The holder of the sole outstanding share of SC-DE is entitled to vote with respect to the Merger.

1.3 Manner of Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, the sole outstanding share of SC-DE outstanding immediately prior to the Merger shall be cancelled and each share of SC-AL's common stock issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, be exchanged for one share of the Class A Voting common stock of the Surviving Corporation.

**ARTICLE II**  
**GOVERNING LAW; CERTIFICATE OF INCORPORATION; BY-LAWS**

2.1 Governing Law. SC-DE, as the Surviving Corporation, shall be governed by the laws of the State of Delaware.

2.2 Certificate of Incorporation. The Certificate of Incorporation of SC-DE as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation from and after the Effective Time, subject to the amendments set forth below, which shall become effective as of the Effective Time:

- (a) The heading of the Certificate of Incorporation of the Corporation shall be deleted and replaced in its entirety with the following:

CERTIFICATE OF INCORPORATION  
OF  
SUMMER CLASSICS, INC.

(b) Article 1 of the Certificate of Incorporation shall be deleted and replaced in its entirety with the following:

1. The name of the corporation is Summer Classics, Inc.

2.3 By-laws. The By-laws of SC-DE as in effect immediately prior to the Effective Time shall continue in force and be the By-laws of the Surviving Corporation after the Effective Time until amended as therein or by law provided.

### ARTICLE III. BOARD OF DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

3.1 Board of Directors of Surviving Corporation. From and after the Effective Time and until their successors shall have been duly elected and qualify, the members of the Board of Directors of the Surviving Corporation shall be the members of the Board of Directors of SC-DE immediately prior to the Effective Time.

3.2 Officers of Surviving Corporation. From and after the Effective Time and until their successors shall have been duly elected and qualify or until their earlier resignation or removal, the officers of the Surviving Corporation shall be the officers of SC-DE immediately prior to the Effective Time.

### ARTICLE IV. TERMINATION

This Plan may be terminated and the Merger abandoned at any time prior to the Effective Time, whether before or after approval of this Agreement by resolution of the board of directors of SC-DE, if any circumstances develop which in the opinion of such board of directors make proceeding with the Merger inadvisable. In the event of such termination and abandonment, this Plan shall become void and have no effect, without any liability on the part of SC-DE or SC-AL or their stockholders or shareholders, directors, or officers with respect thereto.

### ARTICLE V. FURTHER ACTION

If at any time SC-DE shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perform or confirm of record in the Surviving Corporation the title to any property or right of SC-AL, or otherwise to carry out the provisions hereof, the proper representatives of SC-AL as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

**ARTICLE VI.  
MISCELLANEOUS PROVISIONS**

6.1 Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Alabama except to the extent the DGCL shall otherwise apply.

6.2 Successors and Assigns. This Plan and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6.3 Counterparts. This Plan may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.4 Headings. The headings of the Sections and Articles of this Plan are inserted for convenience only and shall not constitute a part hereof.

6.5 Entire Agreement. This Plan, including the other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth herein. This Plan supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to such subject matter.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be duly executed  
on the date first above written.

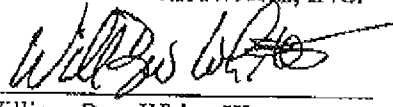
SUMMER CLASSICS, INC.

By: \_\_\_\_\_

  
William Bew White, III  
Its President

SUMMER CLASSICS DELAWARE, INC.

By: \_\_\_\_\_

  
William Bew White, III  
Its President

ALABAMA STATE CAPITOL  
600 DEXTER AVENUE  
SUITE S-105  
MONTGOMERY, AL 36130



(334) 242-7200  
FAX (334) 242-4993

WWW.SOS.ALABAMA.GOV

**BETH CHAPMAN**  
*SECRETARY OF STATE*

August 9, 2007

Terrie A Sadberry  
Bradley Arant Rose & White LLP  
1819 5th Ave N  
Birmingham AL 35203-2104

Re: Articles of Merger merging Summer Classics, Inc., a Alabama Corporation into Summer Classics Delaware, Inc., a Delaware Corporation :

Dear Sir or Madam:

This will acknowledge receipt of your recent letter enclosing original and two copies of the above captioned merger and your checks in the amounts of \$ 150.00 made payable to the Secretary of State and \$26.00 made payable to the Jefferson County Probate Judge.

Please be advised that said instrument is being filed in this office on August 9, 2007.

I am forwarding a certified copy of merger and your check in the amount of \$26.00 to the Judge of Probate of Jefferson County.

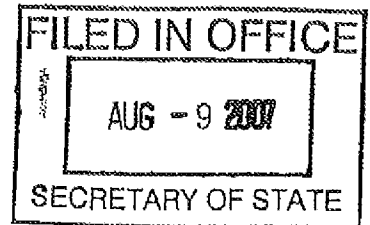
If this office may be of further assistance in this or any other matter, please contact Sharon Viox in the Corporation Division at (334)242-5324.

Sincerely,

Beth Chapman  
Secretary of State

BC:slv  
cc: Judge of Probate Jefferson County





ARTICLES OF MERGER  
of  
SUMMER CLASSICS, INC.,  
an Alabama corporation  
and  
SUMMER CLASSICS DELAWARE, INC.,  
a Delaware corporation

In accordance with the provisions of Sections 10-2B-11.05 and 10-2B-11.07 of the Alabama Business Corporation Act, Alabama Code §10-2B-1.01 *et seq.* (the "ABCA"), Summer Classics Delaware, Inc., a Delaware corporation, hereby delivers the following Articles of Merger for the purpose of merging (the "Merger") Summer Classics, Inc., an Alabama corporation, with and into Summer Classics Delaware, Inc., with Summer Classics Delaware, Inc. being the surviving corporation in the Merger:

1. The laws of the State of Alabama and the State of Delaware permit the Merger.

2. The Agreement and Plan of Merger, a true, correct and complete copy of which is attached hereto as Exhibit A, (the "Plan"), was approved by the sole director of Summer Classics Delaware, Inc. in the manner prescribed by the laws of the State of Delaware, and by the sole director and the shareholders of Summer Classics, Inc. in the manner prescribed by the ABCA.

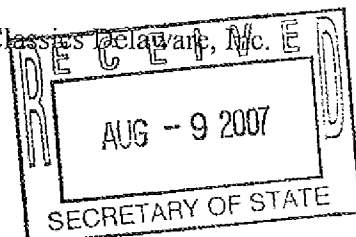
3. As to each of the parties to the Plan, the number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan are as follows:

<u>Name of Corporations</u>	<u>Number of Shares Outstanding</u>	<u>Shares Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
Summer Classics, Inc.	910,000	Common	910,000
Summer Classics Delaware, Inc.	1	Class A Voting Common	1

4. As to each of the parties to the Plan, the total number of shares voted for and against the Plan are as set forth below. The number of votes cast for the Plan by each voting group was sufficient for approval by that voting group.

<u>Name of Corporations</u>	<u>Number of Shares</u>	
	<u>Voted For</u>	<u>Voted Against</u>
Summer Classics, Inc.	910,000	0
Summer Classics Delaware, Inc.	1	0

I/1587939.1



5. The articles of incorporation of Summer Classics, Inc. are filed with the Judge of Probate, Jefferson County, Alabama.

6. Summer Classics Delaware, Inc. hereby appoints the Secretary of State of the State of Alabama as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Summer Classics, Inc.

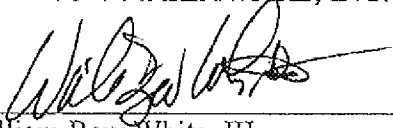
7. Summer Classics Delaware, Inc. hereby agrees to promptly pay to the dissenting shareholders of Summer Classics, Inc. the amount, if any, to which they are entitled under the ABCA.

(Signature on the following page)

IN WITNESS WHEREOF, the undersigned has caused these Articles of Merger to be executed by its duly authorized officer as of August 9, 2007.

SUMMER CLASSICS DELAWARE, INC.

By:

  
William Bew White, III  
Its President

**Exhibit A**  
**Agreement and Plan of Merger**

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is dated as of August 9, 2007 (this "Plan"), between Summer Classics, Inc., an Alabama corporation ("SC-AL"), and Summer Classics Delaware, Inc., a Delaware corporation ("SC-DE").

### WITNESSETH:

WHEREAS, SC-DE desires to succeed to the properties and other assets, and to assume all of the liabilities and obligations, of SC-AL by means of a merger of SC-AL with and into SC-DE;

WHEREAS, Section 253 of the General Corporation Law of the State of Delaware ("DGCL"), and Section 10-2B-11.07 of the Alabama Business Corporation Act, Alabama Code § 10-2B-1.01 *et seq.* (the "ABCA"), authorize the merger of SC-AL with and into SC-DE;

WHEREAS, SC-DE and SC-AL now desire to merge (the "Merger"), following which SC-DE shall be the surviving corporation; and

WHEREAS, the Certificate of Incorporation and the By-laws of SC-DE and Articles of Incorporation and Bylaws of SC-AL permit, and the resolutions adopted by the board of directors of SC-DE and the board of directors and the shareholders SC-AL, respectively, authorize and approve, this Plan and the consummation of the Merger.

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE I.

#### MERGER; CAPITALIZATION; CONVERSION OF SHARES

##### 1.1 The Merger.

(a) On August 9, 2007, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as SC-DE and SC-AL shall determine, SC-AL shall merge with SC-DE, with SC-DE being the surviving corporation in the Merger. SC-DE shall file Articles of Merger with the Secretary of State of the State of Alabama ("Alabama Articles of Merger") and make all other filings or recordings required by Alabama law in connection with the Merger. SC-DE shall file a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware ("Delaware Certificate of Merger") and make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective at such time as is specified in the Alabama Articles of Merger and the Delaware Certificate of Merger, or if no such time is specified therein, at such time as provided by applicable law (the "Effective Time").

(b) At the Effective Time, SC-AL shall be merged with SC-DE, whereupon the separate existence of SC-AL shall cease, and SC-DE shall continue in existence as the surviving corporation (the "Surviving Corporation"), and without further transfer, shall succeed to and possess all of the rights, privileges and powers of SC-AL, and all of the assets and property of whatever kind and character of SC-AL shall vest in SC-DE without further act or deed; thereafter, SC-DE, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of SC-AL, and any claim or judgment against SC-AL may be enforced against SC-DE as the Surviving Corporation, in accordance with § 259 of the DGCL and § 10-2B-11.06 of the ABCA.

1.2 Capitalization. Immediately prior to the Effective Time:

(a) SC-AL had authorized 1,000,000 shares of common stock, par value \$.01 per share, of which 910,000 shares were issued and outstanding. The holders of the shares of SC-AL are entitled to vote with respect to the Merger.

(b) SC-DE had authorized 1,000,000 shares of Class A Voting Common Stock, par value \$.01 per share, of which 1 share was issued and outstanding, and 1,000,000 shares of Class B Nonvoting Common Stock, par value \$.01 per share, of which no shares were issued and outstanding. The holder of the sole outstanding share of SC-DE is entitled to vote with respect to the Merger.

1.3 Manner of Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, the sole outstanding share of SC-DE outstanding immediately prior to the Merger shall be cancelled and each share of SC-AL's common stock issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, be exchanged for one share of the Class A Voting common stock of the Surviving Corporation.

**ARTICLE II.  
GOVERNING LAW; CERTIFICATE OF INCORPORATION; BY-LAWS**

2.1 Governing Law. SC-DE, as the Surviving Corporation, shall be governed by the laws of the State of Delaware.

2.2 Certificate of Incorporation. The Certificate of Incorporation of SC-DE as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation from and after the Effective Time, subject to the amendments set forth below, which shall become effective as of the Effective Time:

(a) The heading of the Certificate of Incorporation of the Corporation shall be deleted and replaced in its entirety with the following:

CERTIFICATE OF INCORPORATION  
OF  
SUMMER CLASSICS, INC.

(b) Article 1 of the Certificate of Incorporation shall be deleted and replaced in its entirety with the following:

1. The name of the corporation is Summer Classics, Inc.

2.3 By-laws. The By-laws of SC-DE as in effect immediately prior to the Effective Time shall continue in force and be the By-laws of the Surviving Corporation after the Effective Time until amended as therein or by law provided.

### **ARTICLE III. BOARD OF DIRECTORS AND OFFICERS OF SURVIVING CORPORATION**

3.1 Board of Directors of Surviving Corporation. From and after the Effective Time and until their successors shall have been duly elected and qualify, the members of the Board of Directors of the Surviving Corporation shall be the members of the Board of Directors of SC-DE immediately prior to the Effective Time.

3.2 Officers of Surviving Corporation. From and after the Effective Time and until their successors shall have been duly elected and qualify or until their earlier resignation or removal, the officers of the Surviving Corporation shall be the officers of SC-DE immediately prior to the Effective Time.

### **ARTICLE IV. TERMINATION**

This Plan may be terminated and the Merger abandoned at any time prior to the Effective Time, whether before or after approval of this Agreement by resolution of the board of directors of SC-DE, if any circumstances develop which in the opinion of such board of directors make proceeding with the Merger inadvisable. In the event of such termination and abandonment, this Plan shall become void and have no effect, without any liability on the part of SC-DE or SC-AL or their stockholders or shareholders, directors, or officers with respect thereto.

### **ARTICLE V. FURTHER ACTION**

If at any time SC-DE shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perform or confirm of record in the Surviving Corporation the title to any property or right of SC-AL, or otherwise to carry out the provisions hereof, the proper representatives of SC-AL as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

ARTICLE VI.  
MISCELLANEOUS PROVISIONS

6.1 Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Alabama except to the extent the DGCL shall otherwise apply.

6.2 Successors and Assigns. This Plan and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6.3 Counterparts. This Plan may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.4 Headings. The headings of the Sections and Articles of this Plan are inserted for convenience only and shall not constitute a part hereof.

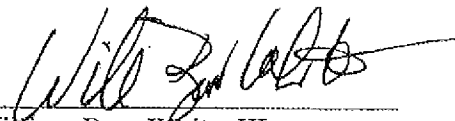
6.5 Entire Agreement. This Plan, including the other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth herein. This Plan supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to such subject matter.

(Signatures on the following page)

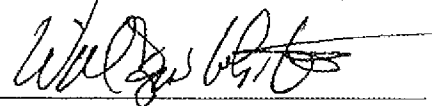


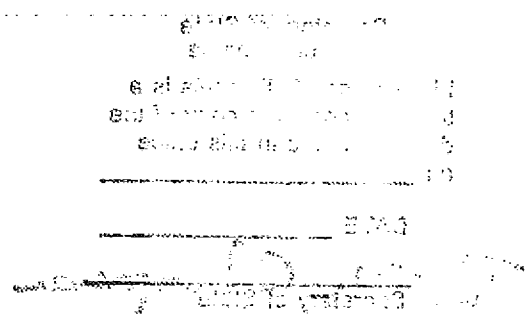
IN WITNESS WHEREOF, the parties hereto have caused this Plan to be duly executed on the date first above written.

SUMMER CLASSICS, INC.

By:   
William Bew White, III  
Its President

SUMMER CLASSICS DELAWARE, INC.

By:   
William Bew White, III  
Its President



Secretary of State  
State of Alabama

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